

EXHIBIT 13

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK (White Plains)
4 -----X

5 DONALD P. ROSENDALE,
6 Plaintiff,

7 -against-

8 File #: 19-CV-9263 (NSR)

9 MR. COOPER GROUP INC.,
10 NATIONSTAR MORTGAGE,
11 NATIONSTAR MORTGAGE D/B/A
12 CHAMPION MORTGAGE and
13 MORTGAGE ASSETS MANAGEMENT LLC,
14 Defendants.
15 -----X

16
17 DATE: October 25, 2022
18 Amenia, New York
19 9:58 A.M. - 5:03 P.M.
20

21 Laura Evans, Reporter
22

23 REMOTE VIDEOCONFERENCE DEPOSITION
24 OF
25 DONALD P. ROSENDALE

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ROSENDALE

From there, I went back to Norton Simon and Pepsi as a consultant. And basically, since 2000, have been a freelance writer.

Q. Thank you. Have you reviewed any documents in preparation for your deposition today?

A. I have reread the complaint and I reread the answers to the interrogatories, and I have reread a supplemental interrogatory which I wrote yesterday.

Q. And you're the owner of -- I believe you said your address is 4848 Route 44 in Amenia. Correct?

A. That's correct.

Q. Do you own any other properties other than 4848 Route 44?

A. I'm the heir to a property in Ireland. I don't own anything else. I've sold everything else to consolidate into Amenia.

Q. Are you familiar with what the section block and lot number of your property is in the Town of Amenia tax records?

A. No.

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ROSENDALE

going to -- let's mark a copy of your
deed from 1982 as Defendant's Exhibit
2.

(DOCUMENT ELECTRONICALLY MARKED AS
DEFENDANT'S EXHIBIT 2 FOR IDENTIFICATION)

Q. So Mr. Rosendale, do you
recognize this document as the deed by which
you took title to your property?

A. Yes.

Q. And if we look at the
description --

A. She's scrolling too fast, but it
looks like the document that I'm familiar
with, yes.

Q. In the center of the first page,
we see a description, "Beginning at the
northeast corner of said farm in the south
line of the Turnpike and in the west line of
Egbert Barton's land." Do you see that
description?

A. Yes.

Q. And you see how the description
is written in chains and links?

A. Yes.

ROSENDALE

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2 Q. And to your knowledge, is this
3 an accurate description of your property?

4 A. Well, this describes that I own
5 the old road, and I do believe that I own the
6 old road today. But at the time that Mr.
7 Manning and I went after -- after the
8 surveyor in Millbrook told me he knew, for
9 some reason, I didn't own the old road, it
10 had never been transferred, we went to the
11 Department of Transportation in Poughkeepsie
12 and we met a very senior guy who I thought
13 was very old. He was probably younger than I
14 am today. And he pulled out a piece of paper
15 that said there was a deed and they were
16 planning to transfer to me, but it had never
17 been done. And in the eyes of him and the
18 DOT or whoever, I did not own the old road.

19 Q. And the Department of
20 Transportation said this to you in 2006, you
21 think?

22 A. 2008.

23 BY MS. ELLIOTT: We'll show
24 Mr. Rosendale the 2003 deed, if you
25 could mark that, please.

ROSENDALE

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2 A. On the tax records, as far as I
3 can go back, and I went over them all the way
4 back to 1985 at the town clerk yesterday,
5 it's always -- between 1985 and 2018, it was
6 always shown as 100 acres.

7 Q. Okay. Have you ever had
8 occasion to subdivide your property?

9 A. No.

10 Q. Have you ever made an
11 application to the town for the approval of a
12 subdivision?

13 A. I made an application to the
14 town to sell 5 acres with a lot line changed
15 to Bernard Parker, which did not go through.

16 Q. And why didn't that go through?

17 A. Mr. Manning found out from me --
18 Mr. Parker was my neighbor. He's a nice guy.
19 And he hayed my fields for me, and when my
20 car broke down, drove me around. And he came
21 to me with a sob story about, he had no land
22 for his kid, living on his mother's property,
23 which is adjacent to mine. Could I, as a
24 good friend and neighbor, sell him 5 acres?
25 And I said fine. The going price for acreage

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ROSENDALE

Q. So Mr. Rosendale, I'm showing you what we've marked now as Exhibit 5, and this is a 2007 mortgage. I represent to you that was given by you in favor of MetLife, if you want to take a moment to look through that. It's dated May 25, 2007. On the last page, you'll see what is going to be your signature, if you could verify that?

A. It's my signature.

Q. And if we look here on the second page of the document, behind the recording page from the clerk's office -- behind the recording page is the first page of the mortgage, and it's entitled, "Adjustable rate home equity conversion mortgage."

A. Yes.

Q. And on the next page, it says, "See attached Schedule A." And it says -- which has the address of 4848 Route 44, and then it gives a description. It's the third page of the mortgage document where it says the Schedule A description.

A. Okay. Now it's showing Schedule

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ROSENDALE

A.

Q. To your knowledge, is this description the same description that's contained in your deed?

A. I don't have the deed in front me to show them side by side, but I have no reason to doubt it is.

Q. And this description is also written in chains and links. Is that right?

A. Yes.

Q. And at the bottom, we have the paragraph that we were just speaking about that describes the abandoned road. Correct?

A. That's right.

Q. And when you gave this mortgage to MetLife in 2007, did you have any objection to this description being included?

A. No, I did not. As I have just testified, I did not learn that Mr. Bly had raised the issue, and Mr. Manning and I had not gone to the Department of Transportation until 2008.

BY MR. VAUGHN: Ms. Elliott, if we could just look at the first page

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ROSENDALE

A. I have no idea.

Q. Was that because the appraisal that you got in 2007 appraised your property at 500,000?

A. I have no idea.

Q. Do you see anywhere in this application -- strike that. Above, under property information, where it says subject property address, 4848 Route 44, Amenia, New York 12501, Dutchess, is there any place in writing where you say that you want to give a mortgage against less than the whole of the property?

A. No.

Q. Do you know of any writing where either you or Mr. Caltagirone informed the lender that you wanted to give a mortgage against less than the whole of your property?

A. Not that I can recall, no.

Q. Is it correct that the funds that you received from the 2009 mortgage paid off the 2007 mortgage that was against the whole of your property; correct?

A. Let me back up to your question

ROSENDALE

of whether or not -- it was very clear that, because the trust had a mortgage that described the old road, and I did not own the old road at that point in time, or did not believe that I owned the old road at that point in time, I wanted it taken off the 2009 mortgage. That was the whole principal point of taking the 2009 mortgage.

Q. But the effect of taking the 2009 mortgage is that it paid off the 2007 mortgage; correct?

A. That's correct.

Q. And it gave you some additional cash available to you?

A. Yes.

Q. And the 2007 mortgage was against the whole of the property; correct?

A. That's correct.

Q. And did -- to your knowledge, did --

A. Again -- hold on a second. You're asking questions of me that I have no moment to think about. I don't have the 2007 mortgage application. I expect it probably

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ROSENDALE

we wanted to clear it out, exclude the old road.

Q. And excluding the old road wouldn't take out any more than the couple of acres, correct?

A. That's right.

Q. And when we looked at the 2007 mortgage earlier, we saw that the description that was contained in that mortgage covered your entire acreage. Correct?

A. At the time, I thought Alan did it all. I had not been to the Department of Transportation and told I didn't own it.

Q. And did you -- in the 2007 mortgage, it wasn't limited to the 5 acres, was it?

A. No.

Q. And it wasn't limited to 10 acres, was it?

A. No.

Q. It was just the description that was contained in your deed; correct?

A. Yes.

Q. So why now would you think, two

ROSENDALE

years later, that the loan was going to be limited to your house and 5 acres? Who told you that?

A. I don't know that I actually ever said that. I think you're putting words in my mouth.

Q. Did someone tell you that the house would be -- the mortgage would be limited to the house and 5 acres? Did someone within this transaction -- Lorraine Geraci, did she tell you that your house and 5 acres would be the only property that was covered by the mortgage?

A. No.

Q. And did Mr. Caltagirone tell you that your house and 5 acres would be the only property that was covered by this mortgage?

A. What I understood from Ms. Geraci, what I understood from Mr. Caltagirone, what I understood from my understanding of the law at the time, is that the appraisal would be based on the house and 5 acres or 10 acres. If the -- the loan was granted based on the appraisal of \$575,000.

ROSENDALE

the 2009 mortgage.

(DOCUMENT ELECTRONICALLY MARKED AS
DEFENDANT'S EXHIBIT 16 FOR IDENTIFICATION)

Q. So we can scroll down. We're going towards the signature page slowly. Let's stop here. We have the Schedule A. Now, Mr. Rosendale, if we look at this Schedule A, is this the same description that's contained in your deed?

A. I think we've been over this, and as far as I can tell without seeing them side by side, yes.

Q. And below the abandoned road, we have an extra sentence, correct? And that sentence says, "Less than and excepting therefrom any portion of the property acquired via appropriation by the People of the State of New York in notice of appropriation dated 8/29/03, recorded 8/29/03 in document number 02-2008-7040. And do you know, did this language satisfy Mr. Caltagirone's concern that you were including the abandoned road?

A. As I think I described, and also

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A. I don't know.

Q. Is that your signature?

A. Yes.

Q. So you did sign it, correct?

You testified you have signed it.

A. Yes.

Q. Judge Roman found that you had signed it, correct?

A. Right.

Q. There's no question that you signed this mortgage.

A. I don't deny that I signed the mortgage.

Q. And now we see that same date language that's written into the copy that you showed us as an attachment to your initial complaint. Correct?

A. Right.

Q. That's Dutchess, 4th June, 2009. And then we see Maria Greco. This is the same signature we saw on the settlement statement, correct, on the HUD-1A settlement statement; correct?

A. Right.

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It reports the date this document was recorded was July 13, 2009.

A. Right.

Q. Did you ever ask Mr. Caltagirone to collect for you a copy of the recorded mortgage against your property?

A. No. Why would I?

Q. Were you concerned that you had left the closing without signing -- strike that. Did you leave the closing having signed the mortgage?

A. I signed -- my signature is there, obviously, and I've admitted that I signed the mortgage.

Q. But on what day did you sign the mortgage; did you sign it on the day of the closing?

A. Yes.

Q. And so Mr. Caltagirone didn't notarize it when you signed it?

A. Mr. Caltagirone would have notarized it because he is a notary -- was a notary.

Q. He could have notarized, right,

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ROSENDALE

BY MS. ELLIOTT: We'll just take
a moment's break.

(BREAK TAKEN)

BY MS. ELLIOTT:

Q. So Mr. Rosendale, when was the
first time that you came to learn that the
2009 mortgage burdens all of your property?

A. The 2009 mortgage does cover all
of my property, I don't dispute that. I only
dispute that, at the time I signed the 2009
mortgage, I did not believe, and I have
evidence, that the old road was not part of
it.

Q. Now, going back to the concern
that you had about giving a mortgage only
against your house and 5 acres, did you ask
the lender to change the Schedule A to only
include your house and 5 acres?

A. No.

Q. Did you ask the lender's
attorney at the closing?

A. No.

Q. And was that because you wanted
a codicil attached to the mortgage that said

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ROSENDALE

you could sell that property.

A. I could sell parts of the property as long as they did not reduce the value below 525,000.

Q. And did the attorney for the lender at the closing, that man that you don't know his name, did he agree to attach that codicil to the mortgage on behalf of the lender?

A. He said -- he didn't agree to the codicil. He said one would be created.

Q. He said one would be created?

A. I don't -- yes. That the mortgage would be adjusted to allow me to sell property as long as it did not reduce the value of the mortgage, the property.

Q. And did he put that in writing?

A. No.

Q. But you signed the mortgage even though he hadn't put that in writing?

A. I signed the mortgage and then discovered that the property description was wrong.

Q. But the property description was

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ROSENDALE

reflects your understanding that the bank has a lien against all of your acreage?

A. It has a lien against all of my acreage except -- hold on. I have to think about this answer. It is my understanding that the bank has a lien on 90 acres above and beyond the ten, yes. I don't dispute that. What I do dispute is that it was changed after I signed it to reinsert the old road, which I did not agree to sell. If you want to sort of -- I said fine, take the lien on everything else and I'll sell you the 2 acres involved in the old road. The point here is you do have a lien; your client does have a lien on the whole farm. That's inequitable if you won't let me sell pieces of it.

Q. But you agreed to give a lien against the whole farm.

A. That's true.

Q. So you claim that you and the bank's attorney agreed at the closing that you could have a codicil to the mortgage that would allow you to sell property. Is that

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ROSENDALE

was not included when we got to the closing.

Q. And you haven't produced any of that correspondence because your Dell computer is on the kaputz and you need to regenerate it?

A. Yes.

Q. That's your testimony?

A. Yes.

Q. And I can represent to you that the lender's file doesn't have any correspondence of that nature in it. Does that surprise you?

A. No.

Q. Why not?

A. Why would it?

Q. Well, did you ever write to Ms. Geraci, Lorraine Geraci, that you wanted this codicil included?

A. No.

Q. Did you ever mention it to her?

A. No.

Q. And you wrote a letter saying that you had spoken with Ms. Greco at one point about the judgment lien that you were

ROSENDALE

please, back to page 1. It says the total amount that has been advanced to date on your behalf is \$000. That's not true. Because of the date at that time, I had already taken \$7,000 out of my line of credit and applied it. So it was an untrue statement which was creating an attempt to frighten me, which it did. It's inaccurate. That's all I have to say further about that point.

BY MR. VAUGHN: Can we go back to the document you were marking, 21?

Q. Mr. Rosendale, showing you a document that's been marked as Defendant's 21 for this afternoon's deposition. It's a letter from you dated September 2, 2019 to Champion Mortgage. My first question for you after you have a chance to look at it is if you recognize it?

A. Yes.

Q. You can see in the first paragraph, it makes reference to the letter dated August 23, 2019. Do you see that?

ROSENDALE

that?

A. Yes.

Q. Have you ever seen such a notice from Geico?

A. Yes. Hold on a second. I never seen a letter from Geico to Nationstar saying my policy would be canceled if I didn't pay in the future. I have received letters from Geico directly to me saying my policy would be canceled at some point in the future.

Q. Okay. Now, if I could direct your attention to -- I don't have any more for this letter.

BY MR. VAUGHN: Can we mark number 4 in the RESPA folder, please?

(DOCUMENT ELECTRONICALLY MARKED AS DEFENDANT'S EXHIBIT 24 FOR IDENTIFICATION)

Q. Mr. Rosendale, I'm showing you what's been marked as Defendant's Exhibit 24 for identification. It's a letter from you to Champion Mortgage dated September 19, 2019. Do you see that?

A. Yes.

Q. Do you recognize this letter?

ROSENDALE

A. Yes.

Q. In this letter, you state, just to paraphrase, you're assisting asking for an accounting of your escrow account. Do you see that?

A. Yes.

Q. If you look at the top of the letter, where it says page 1 of 1, it has a date, 9/19/2019, to the right there's a phone number, and then it says from Donald P. Rosendale. Do you see that?

A. Yes.

Q. Do you recognize that 917 number?

A. Yes.

Q. Whose number is that?

A. That is a virtual number.

Q. What do you mean by virtual number?

A. I subscribe to a service that provides fax services. In other words, I write to them and they send the faxes.

Q. So was this particular 917 number assigned to your account?

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ROSENDALE

Mr. Rosendale, do you recall at any point in time receiving a response to this letter, either an acknowledgment or written response?

A. Yes.

Q. And when -- as you sit here today, do you have an independent recollection of when you received the letter?

A. No, not independent, but I know I received a letter from them; an incomprehensible letter.

BY MR. VAUGHN: We can put that down, please, Ms. Concierge. And can we pull up Defendant's 25, please?

Q. All right, Mr. Rosendale, showing you a letter from you to Ms. Kauser Begum dated September 25, 2019. For purposes of identification, this is Defendant's 25. And I'd ask you to take a look at it. My first question is, do you recognize this document?

A. Yes.

Q. Do you need to see -- do you want to see the entire letter before I ask you questions?

ROSENDALE

letter, says "will be canceled." So it's not a cancellation notice, because there hadn't been a cancellation.

Q. These notices that you're referring to, who prepared these notices?

A. A computer at Liberty Mutual.

Q. Correct. And what was the title of those notices?

A. Cancellation notices.

Q. Okay. So I understand what it states. I'm just referring to what they labeled it as. I can't read the content. I understand your position. I'm not arguing what it says in the substance of the cancellation notice. I'm just referring to the document as labeled by Liberty Mutual and as referenced in this letter marked as Defendant's 27. My question is, did you receive such a notice in or about August of 2018 indicating that it will be canceled due to nonpayment?

A. I don't know, but I do know that my insurance was never canceled.

Q. Okay. Was there any particular

ROSENDALE

reason why you would not make a hazard
insurance premium payment on time?

A. Yes.

Q. What was the reason?

A. Not in this particular instance,
but I went back over them. I paid my hazard
insurance from my Social Security. My Social
Security check arrives on the fourth
Wednesday of the month. In this case, now,
it will be paid tomorrow. The Liberty Mutual
Insurance payments were always on the 24th of
the month. So when the fourth Wednesday of
the month falls beyond of 24th, I didn't have
the money because my Social Security didn't
go in. I found the two letters that you got
from Liberty Mutual. There were only two in
the disclosure you sent. In both cases, the
notices came when the Social Security payment
was after the 24th of the month.

Q. Did you have an occasion to
notify Liberty Mutual of your circumstances
concerning paying for your hazard insurance
premiums out of your Social Security check?

A. Yes.

ROSENDALE

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2 Q. My question is, do you agree
3 with the statement that, at origination,
4 there was no escrow or set aside account
5 established?

6 A. There was no escrow or set aside
7 account established.

8 Q. The next question has to do with
9 the limited right to foreclose. What were
10 you referring to there?

11 A. I believe this is covered in
12 Judge Roman's order, in which he references,
13 in fact, the paragraph in the New York Senior
14 Citizen's tax laws that says that there had
15 to be a letter describing the right to
16 foreclose, and spelled out -- and there is no
17 such letter, and acknowledging there is no
18 such letter. At that time, in his order, he
19 said that it was a violation.

20 Q. Okay. Did you -- so is it your
21 testimony that you received no such limited
22 right to foreclose notice from Liberty
23 Mutual -- I'm sorry, from Nationstar?

24 A. That's correct.

25 Q. Okay.

ROSENDALE

foreclosure and I better pack my bags. And I was tired of having her call me. And my understanding is that, once I brought the lawsuit, only you should be contacting me, and that the company should not be contacting me directly. That was my understanding.

Q. But I think you would agree that your mortgage servicer has an obligation to continue servicing the loan during the pendency of a lawsuit; correct?

A. Right. But it doesn't give the right to have some Muslim lady screaming at me.

Q. This Muslim lady, is that referring to Ms. Begum?

A. Yes.

Q. On how many occasions did you have a conversation with Ms. Begum?

A. I had one conversation in which I told her to stop calling me. I believe there were four attempts of her to call me.

Q. You said four attempts, but you believe there was one conversation with her?

A. Yes. The others were left on my

ROSENDALE

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2 Q. Mr. Rosendale, I'm showing you
3 Defendant's 28, which is a letter from you to
4 Ms. Kauser Begum dated October 8, 2019. My
5 first question is, do you recognize that
6 document?

7 A. Yes.

8 Q. I'll direct your attention to
9 the top of the page. You'll see it appears
10 to have been faxed from that same virtual fax
11 number you identified earlier today.

12 A. Yes.

13 Q. If we scroll down into the
14 letter, you say, "On reviewing your letter of
15 September 18th, I see a statement that your
16 insurance department, on September 13, 2019,
17 received a cancellation notice from Liberty
18 Mutual stating that my coverage will be
19 canceled effective September 25, 2019 unless
20 I make a payment." You wrote, "I have
21 checked my email where I get all my Liberty
22 Mutual notices between August 25, 2019 (which
23 I received an email notice that my payment
24 was due that day) and today, and I find no
25 such notice. Contacting the insurance

ROSENDALE

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2 Q. What were the circumstances for
3 not making the payment in December of 2018?

4 A. There was a man, now deceased,
5 who was driving my car, which I obviously
6 needed a car. He was doing it without my
7 permission and he demolished it. It was an
8 \$8,000 car, but I didn't have collision
9 insurance -- I had liability insurance --
10 because we never drove the car any further
11 than down the hill to the train station or to
12 the feed store. He was driving it outside of
13 his permission. I had trouble collecting
14 from -- not from Liberty Mutual, but the
15 insurance company. He was not at fault. A
16 girl had driven out in front of him without
17 warning. So it was determined that the other
18 insurance company, Progressive, I believe,
19 Insurance Company, was liable. They offered
20 me \$1,000 for the car. In the meantime, I
21 had to spend \$4,000 to \$5,000 to buy a car so
22 we could keep operating and I could get to
23 the post office and the food store. That
24 left me short of cash. It took me until
25 December to get the right money. I had to

ROSENDALE

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2 payment for the delinquent 2017 property
3 taxes. Please note, at the time we conducted
4 our final tax search on February 7, 2019,
5 Mr. Rosendale had not yet paid his 2017
6 property taxes and reflected the account as
7 delinquent, which is why we issued payment.
8 Our payment was refunded by the county tax
9 office on March 25, 2019, and a full refund
10 of \$7,265.95 was applied back to the loan."
11 Do you see that?

12 A. Yes.

13 Q. Do you dispute that, in or about
14 March of 2019, the full refund of \$7,265.95
15 was applied back to the loan?

16 A. They paid it on the 15th and
17 they didn't return it until the 25th of
18 March.

19 Q. Okay. As a result of -- okay.
20 You've made some allegations that -- back to
21 the RESPA letters for a moment. You made
22 some allegations that several of the letters
23 were either not acknowledged or responded to
24 timely. Correct?

25 A. That's correct.

ROSENDALE

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2 Q. And did any of these letters,
3 this failure to either acknowledge or
4 formally respond to your QWRs, cause you any
5 damages, any kind of harm?

6 A. No.

7 Q. Do you understand my question?

8 A. I understand your question and I
9 understand what you're driving at.

10 Q. So when you -- okay. Withdraw
11 the question. This next statement in the
12 next paragraph at the top of the page makes
13 reference to a tax search that was conducted
14 on May 21, 2019, which reflected that the
15 2019 town district taxes were coming due on
16 May 31, 2019. Now, again, stop there for a
17 moment. If I understand your testimony, the
18 2019 town district taxes, those would not be
19 due, at least to your understanding, until
20 December of 2019. Is that right?

21 A. That's correct. The May 31st
22 was a checkpoint in it. In other words, in
23 March, if you didn't pay March, you paid a
24 little more in May. If you didn't pay in
25 May, you had until December in which you

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ROSENDALE

you did not timely respond to my September 19, 2019 QWR." Do you see that?

A. Yeah.

Q. Now, I'm telling you that I've gone through the productions and discovery, and I was unable to identify a letter dated February 8, 2022 concerning the subject matter as outlined in this interrogatory response. Number one. So then if I go back to the document that we have just marked as Defendant's 35, the only letter that I could find that remotely met the criteria outlined in your interrogatory response was this letter dated February 24, 2022, where you ask questions such as who owns my loan, who will be the servicer. So I guess this begs the question, is this the letter that you intended to refer to in your interrogatory response?

A. No.

Q. You believe there is a separate letter dated February 8, 2022?

A. Yes.

Q. Even though you said 2002,

ROSENDALE

again, I'll acknowledge I assume you meant
2022. But is that the correct date you
intended?

A. Yes.

BY MR. VAUGHN: You can close
out of that exhibit. Could we open up
Defendant's 18 again, please?

A. Before we go, I want to finish
responding to your questions about the
additional RESPA violations. Can we put that
letter back up on the screen?

Q. Sure. It's Defendant's 35.

A. Now, we were talking about the
additional RESPA allegation in the complaint.

BY MR. VAUGHN: That would be
Defendant's 19, please.

BY THE WITNESS: Yes. That's
what we were talking about.

BY MR. VAUGHN: It's going to be
toward the bottom.

BY THE WITNESS: Don't go too
fast. You're going too fast for me
here. I had seen something and I want
to get back to it.

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ROSENDALE

very frustrated guy at Liberty Mutual that he had been trying to advise your client that there was no cancellation, that Liberty Mutual was picking up my policy. But he had been given the wrong phone numbers and the wrong people and was getting the runaround.

Q. Looking at the first paragraph, it says, "The cancellation will be effective at 12:01 a.m. on 8/26/18 unless the amount due of \$239.82 is received." Do you see that?

A. Yes.

Q. So that's referring to in the future, not that it had been canceled; correct?

A. Yes.

BY MR. VAUGHN: That's my last question on that one. Can we move on to number 2, please, in the hazard insurance folder?

(DOCUMENT ELECTRONICALLY MARKED AS
DEFENDANT'S EXHIBIT 40 FOR IDENTIFICATION)

Q. Mr. Rosendale, for purposes of identification, Defendant's Exhibit 40 is a

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ROSENDALE

copy of a letter that you had E-filed on or about August 11, 2022 in connection with this lawsuit.

A. Right.

Q. And I'm asking the concierge to scroll down because I want to direct your attention to a couple of the exhibits that you attached to the letter. Earlier, you testified that you would occasionally receive notices from Liberty Mutual concerning payment due by email to your AOL account. Do you see that?

A. Um-hum.

Q. Is this an example -- I'm showing you right now this email to you dated August 7, 2018. It says, "Final reminder. We have not received your payment." Is this an example of one of those types of emails you have received in the past?

A. Yes.

Q. And this is concerning the same period that was referenced in the prior exhibit with regard to the notice of a future cancellation; correct?

ROSENDALE

please?

(DOCUMENT ELECTRONICALLY MARKED AS
DEFENDANT'S EXHIBIT 46 FOR IDENTIFICATION)

Q. Mr. Rosendale, I'm showing you what's been marked as Defendant's Exhibit 46. It appears to be a letter from Liberty Mutual -- or actually, withdrawn. It appears to be a declaration page from Liberty Mutual concerning your policy dated August 5, 2018. Do you see that?

A. Correct.

Q. And then you see, policy period: 8/5/2018 through 8/5/2019. Do you see that?

A. Yes.

BY MR. VAUGHN: Ms. Concierge, could you scroll down, please? You can keep going.

Q. So this appears to be the second page. It was a cover page sent to you. Was this faxed to you at your request, if you know?

A. I'm looking. It doesn't have my fax number on there. It looks like it was faxed to somebody else, sent to a fax server.

ROSENDALE

previously marked.

A. Okay.

Q. I don't have any questions.

A. That's fine.

BY MR. VAUGHN: Can you mark the
next one, please, which will be number
16?

(DOCUMENT ELECTRONICALLY MARKED AS
DEFENDANT'S EXHIBIT 53 FOR IDENTIFICATION)

BY MR. VAUGHN: And if possible,
can you mark 17 as well?

BY THE CONCIERGE: Yes.

BY MR. VAUGHN: Thank you.

(DOCUMENT ELECTRONICALLY MARKED AS
DEFENDANT'S EXHIBIT 54 FOR IDENTIFICATION)

Q. So Mr. Rosendale, I'm showing
you what's been marked as Defendant's Exhibit
53. It's a copy of the notice from Liberty
Mutual of a future cancellation, which is
dated February 5, 2020. Do you see that?

A. Yes.

Q. I'm also going to show you
Defendant's Exhibit 54, which is a similar
notice from Liberty Mutual sent to your

ROSENDALE

attention, dated February 5, 2020 as well.

Do you see that?

A. Yes.

Q. Do you recall receiving this notice from Liberty Mutual?

A. Probably.

Q. So you don't have a specific recollection; is that your testimony?

A. No, because I never ever ever ever failed to pay my insurance, even when it was late. If it was late, I paid it. There was never a cancellation on my policy. And because these are prepaid, I wasn't even late. The policy was running and the insurance was paid during this time. And also, Mr. Vaughn, it's five o'clock. You have been deposing me since ten o'clock this morning, which is seven hours. I'm not required to be deposed for more than seven hours in one day. Thank you.

BY MR. VAUGHN: I still have another half hour, sir, because we took a half hour break.

BY THE WITNESS: I did not agree

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DONALD P. ROSENDALE,

PLAINTIFF,

-against-

MR. COOPER GROUP, INC., d/b/a
NATIONSTAR MORTGAGE LLC Directly
and as Loan Servicer for an
Unspecified Nationstar HECM
Acquisition Trust, Champion
Mortgage and Dr. Ben Carson in his
capacity as Secretary of the U.S.
Department of Housing and Urban
Development,

DEFENDANTS.

-----X

November 22, 2022
2:00 p.m.

Examination Before Trial of the Plaintiff,
DONALD P. ROSENDALE, in the above-captioned
matter, held via Zoom Video, before Howard
Breshin, a Notary Public of the State of New
York.

Job No. CS5595210

1 ROSENDALE

2 Q. Okay. In Paragraph 56 through 60, you
3 have identified the factual basis for it appears
4 to be an emotional distress claim that you
5 presented in this case and in particular I want
6 to direct your attention to Paragraph 57 where
7 you make reference to a series of nightmares that
8 you began you were having in December of 2019, do
9 you see that?

10 A. Yes, I do.

11 Q. All right. Now, in this Paragraph you
12 make reference to an individual with the last
13 name Begum. Have you ever met a Ms. Begum in
14 person?

15 A. I have only talked to her on the phone
16 and had phone messages from her.

17 Q. On how many occasions did you speak to
18 Ms. Begum?

19 A. One. I spoke to her for one time
20 personally.

21 Q. And do you recall how long that
22 conversation lasted?

23 A. Probably five or 10 minutes.

24 Q. And today do you recall the sum and
25 substance of that conversation?